



The City of Kirkland Parks and  
Community Services Department

Request for Proposal (RFP)

2016 Marina Park Lift Station Rooftop Food  
and/or Beverage and/or Retail Concessions  
Seasonal Opportunity

Job Number 26-16-PK

experience it!



Kirkland Parks

**The City of Kirkland Parks and Community Services Department  
Request for Proposal (RFP)**

**2016 Marina Park Lift Station Rooftop  
Food, Beverage and/or Retail Concessions Seasonal Opportunity**

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## Section A

### General Information

**A1. This REQUEST FOR PROPOSAL (RFP)** represents a publicly advertised and competitively awarded solicitation by the City of Kirkland, Department of Parks and Community Services, for a seasonal food, beverage or retail concession operator in Marina Park at the Marina Park Lift Station rooftop/lid. The Department is seeking and will select a concessionaire that best demonstrates the ability to provide innovative, vibrant, affordable and reliable services to downtown patrons while paying reasonable concession fees to the City of Kirkland. You are encouraged to offer a product(s) that would be complimentary to the existing uses of the park, and which are not competitive with park business neighbors. The Department reserves the right to approve or disapprove any proposed business activity. The City of Kirkland will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor's response to this RFP.

**If you are awarded a Concessions Agreement, concession rights may not be sold, transferred or given to anyone else. You must operate the concession awarded to you.**

Seasonal Concessions is limited to the following City of Kirkland park location:

- **Marina Park Lift Station Rooftop** – 1 Temporary/Mobile Food, Beverage, Retail Sales Opportunity

**Note: A Concessions Agreement provides the concessionaire during the duration of the contract the right to be included as a City contracted vendor in all Special Events held at Marina Park and/or to temporarily relocate to an alternative location within Marina Park as a way of providing amenability to Special Event Organizer space and/or event footprint needs. Additional details are contained within the Sample Concessions Agreement below.**

### **A2. RFP Selection Process and Schedule**

The department's proposed schedule for review of the RFP's submittals and final selection of the contractor is as follows:

May 6, 2016	RFP Packages Available
May 27, 2016	RFP Submittal Deadline: 3:00 p.m.
June 7, 2016 or sooner	Contracts Awarded

### **A3. Terms and Definitions**

The following terms are used in this RFP:

- City:** The City of Kirkland, WA, and/or the staff of the City
- KPCS:** The City of Kirkland Parks and Community Services Department and/or the staff of
- Vendor, Contractor or Concessionaire:** Mobile/free standing/portable food service provider, retailer or restaurant owner that desires to utilize the City of Kirkland Marina Park Lift Station rooftop for their business operations
- Contract or Agreement:** The contract or agreement (Attachment A) between the City of Kirkland Parks Department and selected vendor resulting from this RFP.

- e. **Proposal:** A response to this RFP which includes the submittal elements as outlined in Section B.
- f. **RFP:** This Request for Proposal for food, beverage, retail or restaurant vendor to operate at the City of Kirkland's Marina Park Lift Station rooftop.

## **Section B**

### **Requirements and General Specifications**

#### **B1. RFP Requirements**

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. All proposals sent electronically must be in the form of a PDF or MS Word document.
2. Please include your name, business name, business address, email address, phone number and fax number.
3. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person.
4. The proposal must be signed by an official who is legally authorized to bind the organization.
5. Complete, sign and submit all RFP forms provided by the Department.
6. To be evaluated, a proposal must completely answer each question of the Questionnaire which begins on Page 12.
7. Provide all references and materials required by the RFP instructions and Questionnaire within.

**Questions:** Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Nicci Osborn, Parks Coordinator, at [nosborn@kirklandwa.gov](mailto:nosborn@kirklandwa.gov). Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov) or by phone at 425.587.3123.

**Submittal Instructions:** Proposals must be submitted no later than 3:00 p.m. on Friday, May 27, 2016.

We encourage proposals to be submitted by email. Emailed proposals should include, "2016 Marina Park Lift Station Concessions" in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB.

As an alternate to email, proposals (original and one copy) can be mailed or delivered to:  
City of Kirkland  
ATTN: Barry Scott – **2016 Marina Park Lift Station Concessions**  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

## **B2. RFP Proposals**

- Proposals should be prepared simply, providing a straightforward, concise description of the applicant's capabilities to satisfy the requirements of the request.
- All proposals submitted as email attachments must be in the form of a PDF or MS Word document. If paper proposals are being submitted, they must consist of one original and one copy.
- Proposals must completely answer each question in the questionnaire, which begins on Page 12.
- Applicants are strongly encouraged to visit the desired site prior to submitting a proposal. Marina Park's address is 25 Lakeshore Plaza. The Lift Station is in the south end of the park, near Kirkland Avenue.
- The Agreement will require mobile units be removed from the site at the end of each business day. On-site seating may remain on-site with the vendor responsible for any theft and/or vandalism.
- The contract will be awarded for one season only – the 2016 season.
- The successful bidder will be expected to abide by all State laws, King County laws, City of Kirkland ordinances, all business licensing requirements, City of Kirkland insurance requirements, and Washington State Department of Public Health Food Service requirements.
- Food/beverage seating and/or a self-contained, independently operated cart are highly desirable. In addition to the Concession Fee, there will be an additional utility fee that will apply for concessionaires that require the use of park utilities.
- Tenant improvements – list any and all desired improvements in the RFP at the time of submittal. Include items such as seating, power needs, water needs, security needs, restroom needs, signage needs, etc. It is to be understood any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder and requires advance written approval from the KPCS Parks Manager or his designee. All improvements shall become the property of the City of Kirkland upon completion of installation; provided the vendor shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this agreement is in effect.
- All proposals become the property of the City of Kirkland.
- The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

## **B3. Requirements and Fees**

If your proposal is accepted, the following fees and requirements will be due upon issuance of your concession agreement:

***City of Kirkland Business License*** – You will be required to present a current copy of a valid City of Kirkland Business License prior to being awarded the concession agreement.

***Insurance Coverage and Proof of Policy*** – The concessionaire/contractor shall obtain and maintain for the duration of the agreement, policies of comprehensive general liability insurance with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best’s rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is also required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City of Kirkland shall be named as Additional Insured and a copy of the Additional Insured Endorsement naming the City as Additional Insurance shall be attached to the Certificate of Insurance. The Certificate of Insurance and Additional Insured Endorsement shall be filed with the City a minimum of two weeks prior to the contractor providing services.

***Health Permit*** – It will be the contractor’s responsibility to contact, arrange and comply with specific Seattle-King County Health Department requirements for proposed concession site(s). It is the responsibility of the contractor to verify adequate water and electrical service is available to support the requirements and equipment they intend to operate at a particular location. Any modifications or improvements to the concession area shall be at the sole expense of the successful contractor and will require advance written approval from the Kirkland Parks and Community Services Department prior to commencement. Not all improvements requested may be approved. A copy of a current Seattle-King County Health Department permit must be provided to the Parks Department prior to opening.

***Contract Agreement (Not Lease)*** - The contractor understands and agrees KPCS will only grant concessions by contract and not by lease. Concession agreement(s) will only confer permission to occupy and use the premises described for the purpose of food and/or beverage and/or retail concessions and/or services. A successful contractor’s expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. KPCS will only grant a successful contractor an individual, revocable and non-transferable privilege of use in the premises for the concession granted. A sample, “Agreement for Concessions” is included for review.

***Concession Fee and Utility Fee (if applicable)*** – *The concession opportunity is for a season of five months maximum, from June 1<sup>st</sup> (if all contract requirements have been received, reviewed and accepted in time) through October 30<sup>th</sup>. The fee for the space itself is a minimum of \$1000 per month (more can be offered – see B4, number 9 below), with 60% of the five month total due prior to opening and 40% of the five month total due August 1st. The fee for utilities, if necessary, is \$125 total for the any portion of full period of June 1<sup>st</sup> through October 30<sup>th</sup>. The utility fee will due in full June 1st.*

#### **B4. Proposal Evaluation and Selection**

A panel of City staff will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Parks and Community Services Director regarding the award.

The criteria contained within the attached questionnaire will be used to evaluate RFP submittals. Evaluation/review will be of proposals which:

1. Answer and complete the requirements detailed within the attached questionnaire
2. Provide the longest duration of business season
3. Provide the best and most days and hours of operation
4. Provide the best products to be offered – prices, quality and nutritional value
5. Provide products which are complimentary to the existing uses of the park and its business neighbors
6. Provide the most concession experience and meet or exceed the minimum number of positive references required
7. Meet professional appearance, vibrancy, quality of unit/business, character/theme attributes, and cleanliness standards
8. Meet licensing and insurance requirements
9. Meet the minimal amount of Concession Fee outlined above. An offer can be made which exceeds the Concession Fee amount listed.

## **Section C**

### **Sample Agreement, Maps and Proposal Questionnaire**

#### **C1. Sample Agreement – Agreement for Concessions**

##### **SAMPLE AGREEMENT FOR CONCESSIONS**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as “City,” and \_\_\_\_\_, hereinafter referred to as “Concessionaire.”

##### **WITNESSETH:**

The City hereby grants to the Concessionaire the right, license and privilege to operate a food and beverage concession at \_\_\_\_\_ in the manner and for the purpose hereinafter specified.

The following terms, conditions and covenants shall govern this Agreement:

##### **GRANT OF CONCESSION**

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concession area of Marina Park. Concessionaire shall engage in the business of selling and/or serving food and/or beverage and/or retail concessions. All items must be preapproved. After approval, any new items must be approved by the Parks Coordinator with at least two business day notice. Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

##### **TERMS OF AGREEMENT**

The terms of this agreement shall be for the period beginning \_\_\_\_\_ (tentatively June 1), 2016 and ending \_\_\_\_\_ (tentatively October 31), 2016.

## **LICENSING AND PERMIT REQUIREMENTS**

Concessionaire shall, at its own expense, obtain and maintain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies.

Concessionaire must obtain a City of Kirkland Business License or otherwise comply with Kirkland Municipal Code Chapter 7.02. Concessionaire must obtain and maintain proper Food and/or Health Permits from all applicable agencies, including from Seattle and King County Public Health. Concessionaire is responsible for following and complying with all City of Kirkland Fat, Oils and Grease requirements per City of Kirkland Municipal Code Section 15.36.

Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall be installed at the sole expense of the Concessionaire and requires advance writing approval from the Kirkland Parks Department Parks Coordinator, Supervisor, Manager or Director. It is the responsibility of the Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

## **PAYMENT FOR CONCESSION FEES**

The Concession Fee is a set amount paid in two installments. The Utility Fee is a single payment. 60% of the Concession Fee is due on June 1. The Utility Fee is also due June 1. The remaining 40% of the Concession Fee is due August 1. The Concession Fee is (*TBD – minimum of \$1000*) per month. The Utility Fee (if applicable) is \$125 total for any duration within the season of June 1 through October 31.

Should payment not be received on or before June 1<sup>st</sup> for the first concession fee payment and the utility fee and on August 1<sup>st</sup> for the second concession fee payment, the Concessionaire agrees to pay a late fee equal to Twenty-Five and no/100 dollars (\$25.00) for each day late after the due date.

## **INDEPENDENT CONTRACTOR**

It is understood and agreed this is not a contract of employment and the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by Concessionaire are and shall be deemed the employees of concessionaire and in no manner employees of the City. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

## **INSURANCE**

Concessionaire shall obtain and maintain consistently for the duration of this agreement, policies of comprehensive general liability insurance coverage with combined singles limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A



\$2,000,000 products/completed operations aggregate is required for concessionaires that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an Additional Insured and a copy of the Additional Insured Endorsement naming the City as Additional Insured shall be attached to the Certificate of Insurance. Certificate of Insurance and Additional Insured Endorsement shall be filed a minimum of two weeks prior to opening with the City prior to the vendor providing services.

#### **HOLD HARMLESS/INDEMNIFICATION**

Concessionaire shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Concessionaire and the City, its officers, officials, employees, and volunteers, the Concessionaire's liability hereunder shall be only to the extent of the Concessionaire's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Concessionaire's waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **RULES GOVERNING CONCESSION OPERATION**

Concession use of the Marina Park Lift Station rooftop facility cannot include any use which might interrupt proper operation of the Lift Station. All access points to the Lift Station and the rooftop must be fully accessible and totally available at all times. Any needed access to the rooftop must be consistently provided to the City and cannot be delayed or denied at any time. The concessionaire is responsible for providing the City with the tools/information needed to access the concession area (i.e. combinations/keys to locks).

The total weight of vendor equipment and vendor furnishings cannot exceed 2000 pounds.

Planter boxes surrounding the interior rooftop are filled with plants provided by the City. Maintenance access to the planter boxes is needed at all times. The area must be utilized in a way that the City has access to the planter boxes. Concessionaire is expected to take care with the planter boxes and to supervise customers while on-site to prevent damage or littering.

Concessionaire may operate 7am to 10pm or during posted open park hours. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire is responsible for providing a clean, organized, safe, attractive business. A preliminary/first inspection by the City of Kirkland Parks Department Parks Coordinator will occur within one week of the opening date and will be conducted a minimum of monthly thereafter. If the location/equipment does not meet the City's standards within, the Agreement may be terminated.

Throughout the term of this Agreement, while on-site the cart and all equipment within and associated must be clean. Concessionaire shall at all times keep area free of clutter and litter and messes (spills) related to business. Allowing debris, trash and spilled fluids to accumulate will not be permitted. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire daily. The area underneath and immediately surrounding a cart and/or equipment must be swept/hosed off on a daily basis. Concession operator is responsible for safely securing all equipment, furniture and props on a daily basis.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the Kirkland Parks and Community Services Department and only after appropriate permits are issued for such (if necessary). All signage must be freestanding and preapproved by KPCS for quality, content and placement, and the location on site of signage must meet the City's Kirkland Zoning Code, Sign Code requirements (Kirkland Zoning Code, Chapter 100). Any expense for such signage or advertisement will be at the Concessionaire's sole expense. Vendor is responsible for removing or storing portable signage on a daily basis.

Security is not available on-site. The vendor is responsible for securing or removing a cart and all associated equipment and/or seating at the end of each business day. Items left on-site are left at the vendor's risk and the items remain the full responsibility of the vendor.

All non-City owned concession equipment must be removed by the last day of the agreement. The area must be thoroughly cleaned and damage free and must pass an inspection by the City by the last day of this Agreement. Any expenses for damages will be assessed to the concessionaire.

Event/picnic rental use within a park is offered through a permitting process by the City of Kirkland. Concessionaires or individuals seeking rental options of park space must reach out to the Parks Department directly for the proper permitting of a gathering.

Special Events (larger community events open to the public) are possible within any Kirkland park. City vendors are encouraged to participate and take advantage of the opportunities Special Events provide. Special Event Organizers are required to provide space for City vendors under contract at the park where an event will take place. Organizers are not required to provide space for mobile vendors that make stops at multiple parks. During Special Events, adequate space to accommodate a City vendor's standard setup is required – no fees nor application shall be required by the Event Organizer for this benefit. Should additional space be desired, City vendors must apply directly to the Event Organizer to be an authorized event vendor and pay the going rate for additional space to the event organizer. City vendors are expected to adhere to the guidelines and rules for participation as outlined by the Event Organizer. City vendors must be flexible as the assigned location within the park will vary from event to event. Special Event Organizers have the authority to determine the layout and location of each vendor participating in the event. City vendors are expected to move to the location assigned by the Event Organizer if so requested for the duration of the event. Special Event organizers are not restricted from bringing in competing vendors, including selling similar products/services. A list of current Special Events is provided on the City's website:

[http://www.kirklandwa.gov/depart/parks/Permits\\_and\\_Reservations/SpecialEvents.htm](http://www.kirklandwa.gov/depart/parks/Permits_and_Reservations/SpecialEvents.htm). Event Organizers will contact City vendors directly to discuss location and event day logistics. If you haven't heard from an organizer at least one week prior to an event, please contact the Parks Coordinator.

#### **TERMINATION OF AGREEMENT**

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the City shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

#### **EXTENT OF AGREEMENT/MODIFICATION**

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

#### **SUCCESSORS AND ASSIGNS**

The Concessionaire shall not assign, transfer or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

#### **NONDISCRIMINATION**

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

#### **CONCESSIONAIRE**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

#### **CITY OF KIRKLAND**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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Title

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Date

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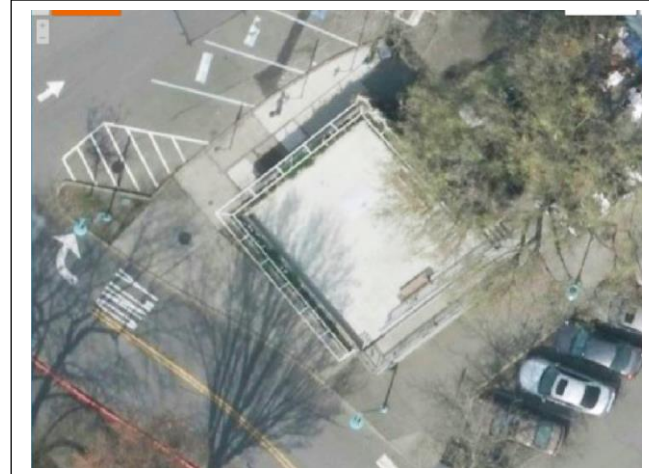
Title

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Date

**C2. Maps** – Aerial Map and photographs of the area are provided below:

**Marina Park Full Park Aerial with Lift Station Identified (left), Close- Up (Right), and Photo of Area (Below)** - Park Address: 25 Lakeshore Plaza, Kirkland, WA (area also accessible from Kirkland Avenue)



## C2. Questionnaire

### 2016 MARINA PARK LIFT STATION ROOFTOP FOOD, BEVERAGE AND/OR RETAIL CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 1 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

#### Instructions

This form must be used to complete the questionnaire. If any additional space may be needed or attachments are required, any additional pages and documents must be numbered to reference the number of the requirement/question below. Attachments/documents not properly connected and/or numbered to match the question number from below, will not be reviewed. Arrange your supplemental pages so they are attached in sequential order after the questionnaire pages.

**1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP SUBMITTING THIS PROPOSAL:**

\_\_\_\_\_

**2. YOUR NAME AS THE PERSON RESPONSIBLE FOR SUBMISSION OF THIS BUSINESS PROPOSAL:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**3. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**4. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS AGREEMENT:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**5. TYPE OF ORGANIZATION:**

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, ext. Explain any details or factors needed to clarify your organizational and financial structure:

\_\_\_\_\_  
\_\_\_\_\_

**6. TYPE OF BUSINESS:**

What type of business do you represent? Check any/all that apply:

\_\_\_\_\_ Food Vendor \_\_\_\_\_ Beverage Vendor \_\_\_\_\_ Food and Beverage Vendor  
\_\_\_\_\_ Retail Sales \_\_\_\_\_ Restaurant Seating

**7. EXPERIENCE IN BUSINESS:**

How long has this organization you propose to operate on city property been in business?

\_\_\_\_\_ years

How long have you personally had experience in this industry? \_\_\_\_\_ years

**2016 MARINA PARK LIFT STATION ROOFTOP FOOD, BEVERAGE AND/OR RETAIL  
CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE**

**Page 2 of a 7** page questionnaire that must be fully completed and returned as part of your proposal

**8. CLIENT REFERENCES:**

Please provide Information about three similar clients for whom you currently provide concession services.

*CLIENT REFERENCE #1*

Name of client (company/organization and individual): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Number of years your organization has served this client: \_\_\_\_\_ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*CLIENT REFERENCE #2*

Name of client (company/organization and individual): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Number of years your organization has served this client: \_\_\_\_\_ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*CLIENT REFERENCE #3*

Name of client (company/organization and individual): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Number of years your organization has served this client: \_\_\_\_\_ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2016 MARINA PARK LIFT STATION ROOFTOP FOOD, BEVERAGE AND/OR RETAIL CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 3 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

### 9. BUSINESS OR FINANCIAL REFERENCES:

Please provide two financial or business references. These can include financial institutions, suppliers, insurance companies, etc. Please do not use the same references for both Client References and Business References.

#### *BUSINESS OR FINANCIAL REFERENCE #1*

Name of organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Describe the business or financial relationship:

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#### *BUSINESS OR FINANCIAL REFERENCE #2*

Name of organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Describe the business or financial relationship:

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### 10. EXISTING BUSINESS AND PROPOSED DESCRIPTION OVERVIEW

Provide an overview of your existing and proposed business, services and/or products (additional details on products and a menu will be sought in more detail in Question #13 below). For example, describe the type of business you are, the type of operation you're proposing, the menu or products you do or will offer, any unique elements that sets your business apart and makes it unique, challenges your business faces or overcomes, any customer service elements that makes your business special, and describe any healthy aspects of your business. Your description should provide an encompassing overview of your business philosophy and business theme. Preference will be given for proposals offering interesting, vibrant, healthy, gourmet or ethnic products with an emphasis on quality offered in an attractive, appealing and professional manner. **Please note: the products offered must not be like or directly competitive with any within the Marina Park business community and/or immediate neighbors. Business or products containing alcohol are not permissible within the rooftop area.**

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## 2016 MARINA PARK LIFT STATION ROOFTOP FOOD, BEVERAGE AND/OR RETAIL CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 4 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

### 11. PROPOSED APPEARANCE OF EQUIPMENT

Please provide a written description below of the visual appearance of any equipment to be used including a cart, retail equipment and seating. Pictures of your proposed equipment are required and will help in the selection process. Attach photographs of any current cart(s) or past operations. Insert photograph(s) on a separate piece of paper and place the paper immediately following this specific page. Please be aware preference will be given to vendors with tidy, compact, attractive presentable equipment and to businesses offering an inviting, appealing and professional appearance. If you plan to use an awning or umbrella, your proposal photographs must include a picture of the awning and/or umbrella(s). One 10 x 10 tent (secured with weights) is permissible. Unattractive awnings or umbrellas are not, nor are tents, awnings and umbrellas with unacceptable advertising. All equipment used must be organized/presented in a complete business, attractive and professional manner. Your description, proposal and photographs must convey you meet these requirements. Operators and or businesses who simply place ice chests, supplies and equipment on the ground will not be considered. **Attach additional pages if additional space is needed.**

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### 12. PROPOSED USE OF SPACE

**Attach additional pages if additional space is needed.** Provide an overview of how you would specifically propose utilizing the space. Describe the layout of the area in writing. Provide a detailed list of all equipment to be located on-site. Include the exact weight or closely estimated weight of each piece of equipment and furniture. The area is limited to a weight of 2000 pounds or less. Provide a proposed floor plan of the space. Photographs of the space are included within the Request for Proposal (above).

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**2016 MARINA PARK LIFT STATION ROOFTOP FOOD, BEVERAGE AND/OR RETAIL  
CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE**

Page 6 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

**14. PROPOSED EMPLOYEE ATTIRE** – Not only must business equipment project a professional and complementary appearance, staff must appear professional as well. Preference is given to a concessionaire who provides employee uniforms. How will your employees be attired? Provide a written description below and attach photograph(s).

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**15. PROPOSED SEASON OF OPERATION** – The season offered (depending on the completion of contract requirements) is June 1<sup>st</sup> through October 31<sup>st</sup>. What time period (duration of dates) will your business operate? From what specific opening date to what specific closing date? Preference will be given to vendors who commit to the greatest number of days open, and the longest season.

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**16. PROPOSED HOURS OF OPERATION** – It is important vendors plan to be in the park as often as possible. Preference is given to concessionaires that agree to be in the park often and for a long period each day. Business operations may be conducted during official park hours only. What days of the week and what hours each day will you operate?

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**17. PARKING** – What are your parking needs for you and/or your employee(s)? How do you plan to provide parking?

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**18. UTILITIES** – What are your utility needs (water, power, etc.), if any?

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**2016 MARINA PARK LIFT STATION ROOFTOP FOOD, BEVERAGE AND/OR RETAIL  
CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE**

**Page 7 of a 7** page questionnaire that must be fully completed and returned as part of your proposal.

**19. CITY OF KIRKLAND BUSINESS LICENSE**

Does your organization have a current City of Kirkland Business License?

Circle: YES or NO

If yes, attach a photocopy of your Kirkland Business License to this packet.

PLEASE BE ADVISED: YOU WILL BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR TO BEING AWARDED AN AGREEMENT

**20. SEATTLE & KING COUNTY PUBLIC HEALTH**

Does your business require a Health Permit from Seattle and King County Public Health?

Circle: YES or NO

Does your business and proposed equipment to be utilized for the Marina Park Lift Station Rooftop have a current Health Permit, if required?

Circle: YES or NO

If yes, attach a photocopy to this packet. If no, by when would it be possible for a permit to be obtained?

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**21. FINANCIAL PROPOSAL** - Based on your expert experience in the food, beverage or retail concessions business and after having,

- thoroughly read the enclosed contract and RFP documents
- had an opportunity to ask the department any questions
- visited the Marina Park Lift Station Rooftop
- sought needed legal and financial advice, if any
- researched applicable laws, ordinances, statutes and regulations,

you are hereby making the following firm and irrevocable offer to pay concession fees as shown below:

**PROPOSAL**

I am proposing use of the Marina Park Lift Station Rooftop within Marina Park for a business of \_\_\_\_\_ for the duration of (date) \_\_\_\_\_, 2016 to (date) \_\_\_\_\_, 2016. I agree to the Concession Fee(s) of \$1000 per month and the one-time Utility Fee (if applicable) of \$125 for the 2016 season.

**OR**

I am proposing use of the Marina Park Lift Station Rooftop within Marina Park for a business of \_\_\_\_\_ for the duration of \_\_\_\_\_ (date), 2016 to \_\_\_\_\_ (date), 2016. I agree to the Concession Fee(s) of \$ \_\_\_\_\_ per month (*offer must be more than \$1000 per month*) and the one-time Utility Fee (if applicable) of \$125 for the 2016 season.

**The grand total of my proposal is \$ \_\_\_\_\_.**

Submitted By (Write in Company Name): \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2016

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_